

**ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS**

Map # SNTRA2ACM1BEL12
WO # 2023552

STATE OF TEXAS §
 §
COUNTY OF Bell §

KNOW ALL MEN BY THESE PRESENTS:

That City of Killeen, of Bell County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas non-profit electric cooperative corporation, whose mailing address, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an easement and right-of-way for one or more electric lines and communication devices and/or lines for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), on, over, under, across, along and upon all that certain land in Bell County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A", attached hereto and incorporated herein by reference for all purposes.

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not

limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

N/A

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

Grantor

Kent Cagle, City Manager
City of Killeen, Texas

Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

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This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ [name], _____ [title] of _____ [name of entity], a Texas _____ [type of entity – e.g., corporation, limited liability company, limited liability partnership] on behalf of said _____ [type of entity].

Notary Public, State of Texas

DO NOT WRITE BELOW THIS LINE

**A METES AND BOUNDS
DESCRIPTION OF A
0.076 ACRE ELECTRIC EASEMENT**

BEING a 0.076 acre (3,327 square feet) tract of land situated in the William H. Cole Survey, Abstract No. 200, City of Killeen, Bell County, Texas; and being a portion of Lot 1, Block 1 of KISD Satellite Transportation Facility, plat of which is recorded in Document No. 2023048368; described in Warranty Deed to City of Killeen, recorded in Document No. 2023018191, both in the Official Public Records Bell County; and being more particularly described as follows:

COMMENCING at a ½-inch iron rod with cap stamped "M&A" found on the easterly boundary of W. Trimmier Rd (80 foot wide right-of-way), marking the northwest corner of said Lot 1, Block 1, marking the northern most southwest corner of Lot 1, Block 1 of KISD Satellite Transportation Facility, Replat No. One, recorded in Document No. 2023010106, Official Public Records Bell County, the southwesterly line of a 57-foot passage easement, recorded in Document No. 2023010106, and the southwesterly line of a 15 foot water easement, recorded in Document No. 201413419, both in the Official Public Records Bell County;

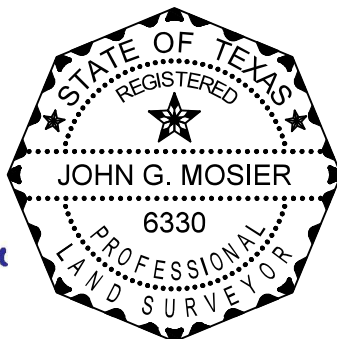
THENCE, along the northwestern boundary of said Lot 1, Block 1 and the southwesterly line of said passage easement and said water easement the following two (2) calls:

1. North 68°49'19" East, 343.89 feet to the **POINT OF BEGINNING** and the northwest corner of the herein described tract;
2. North 68°49'19" East, 20.00 feet to a point for corner;

THENCE, crossing into said Lot 1, Block 1 the following six (6) calls:

1. South 19°59'53" East, 130.21 feet to a point for corner;
2. South 51°46'53" West, 36.72 feet to a point for corner;
3. South 68°49'19" West, 19.07 feet to a point for corner;
4. North 21°10'41" West, 15.07 feet to a point for corner;
5. North 51°46'53" East, 36.06 feet to a point for corner;
6. North 19°59'53" West, 115.33 feet to the **POINT OF BEGINNING**, and containing 0.076 acres of land in Bell County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 5/21/2025 at 7:54 AM, based on geometry in the drawing file K:\SNA_Survey\066082204-Killeen Fire Station\Dwg\Exhibits\066082204-Killeen Fire Station BEC Easement.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

John G. Mosier



5/22/2025

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
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SAN ANTONIO, TEXAS 78216
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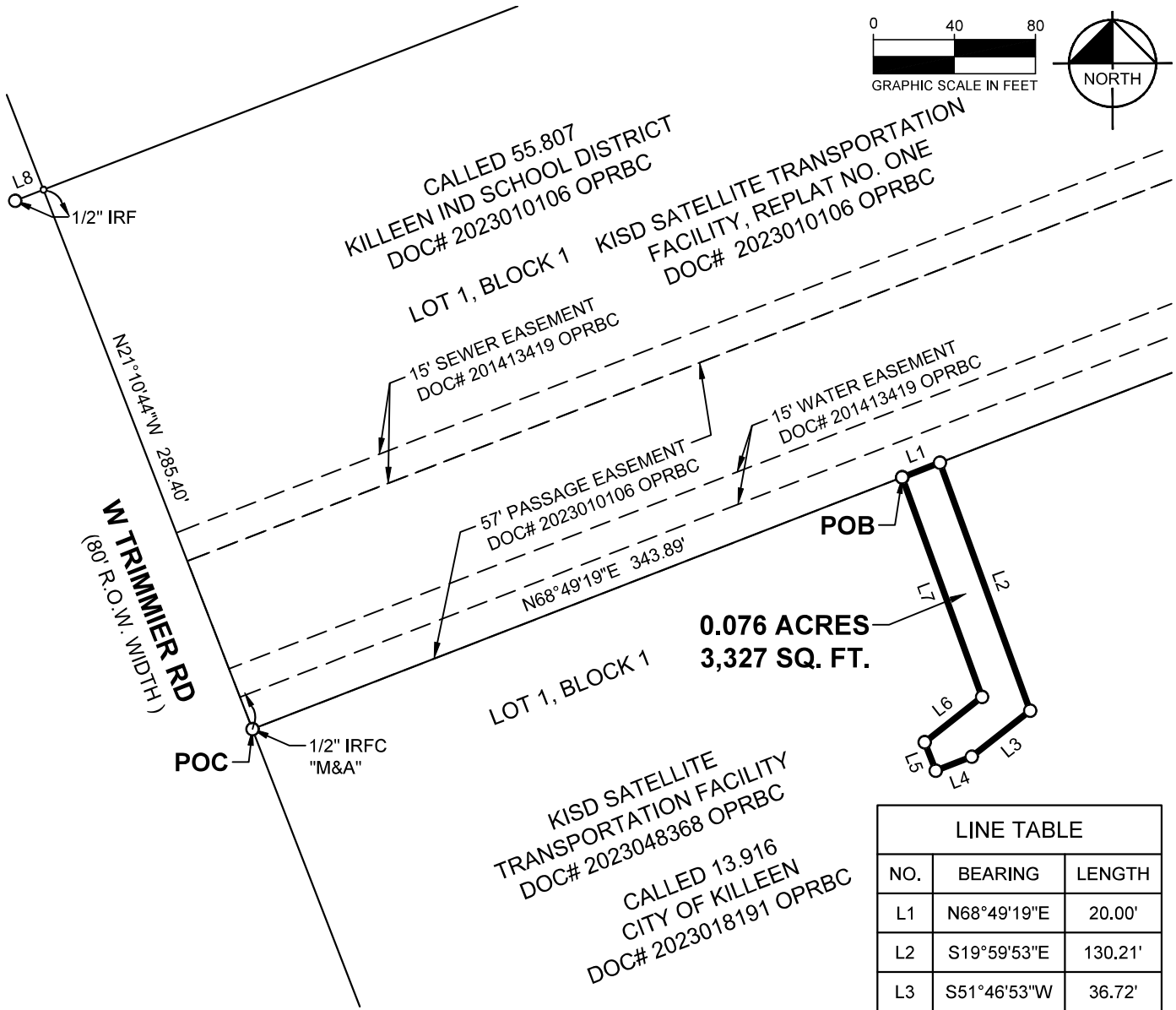
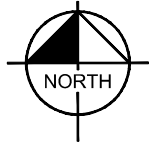
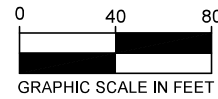
**EXHIBIT OF A 0.076 ACRE
ELECTRIC EASEMENT**
WILLIAM H. COLE SURVEY,
ABSTRACT NO. 200
CITY OF KILLEEN, BELL COUNTY,
TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MRH	JGM	5/22/2025	066082204	1 OF 2



LINE TABLE		
NO.	BEARING	LENGTH
L1	N68°49'19"E	20.00'
L2	S19°59'53"E	130.21'
L3	S51°46'53"W	36.72'
L4	S68°49'19"W	19.07'
L5	N21°10'41"W	15.07'
L6	N51°46'53"E	36.06'
L7	N19°59'53"W	115.33'
L8	N68°48'44"E	15.06'

LEGEND:

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
IIRF = IRON ROD FOUND
IRFC = IRON ROD FOUND (W/CAP STAMPED "____")
OPRBC = OFFICIAL PUBLIC RECORDS BELL COUNTY

GEODETIC NOTE: THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

SURVEYORS CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO TITLE RESEARCH WAS PROVIDED IN THE PREPARATION OF THIS EXHIBIT. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS MAY NOT BE SHOWN. THIS IS NOT A LAND TITLE SURVEY.

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ELECTRIC EASEMENT
WILLIAM H. COLE SURVEY,
ABSTRACT NO. 200
CITY OF KILLEEN,
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	MRH	JGM	5/22/2025	066082204	2 OF 2